Compañia Española, 134 N. Y. 461, 31 N. E. 987; *Adamson* v. *Jarvis*, 4 Bing. 66. However, the rule of no indemnity or contribution still applies where the wrong is intentional or morally blameworthy. *Boyer* v. *Bolender*, 129 Pa. 324, 18 Atl. 127; *Davis* v. *Gelhaus*, 44 Ohio St. 69, 4 N. E. 593. The finding that the plaintiff was actuated by malice would therefore amply justify the court in refusing to allow a substantial recovery. But the award of nominal damages is open to criticism. Although the court implies a contractual duty of indemnification — a pure fiction — it overlooks the fact that such contracts, where the tort is a malicious libel, are illegal, and so unenforceable. *Smith and Son* v. *Clinton*, 25 T. L. R. 34; *Shackell* v. *Rosier*, 2 Bing. N. Cas. 634; *Arnold* v. *Clifford*, 2 Sumn. (U. S.) 238. The proper decision would seem to be simply judgment for the defendant.

Bills and Notes — Negotiable Instruments Law — Effect on the Limitation of Action. — The defendant drew a check on a local bank to the order of the plaintiff. Ten years later the plaintiff presented the check, was refused payment, and gave notice of dishonor to the defendant. Section 186 of the Negotiable Instruments Law provides as follows: "A check must be presented for payment within a reasonable time after its issue or the drawer will be discharged from liability thereon to the extent of the loss caused by the delay." The defendant relied on the Statute of Limitations. *Held*, that the plaintiff's cause of action was barred. *Colwell* v. *Colwell*, 179 Pac. 916 (Ore.).

The rule that, in the case of a demand note, the Statute of Limitations begins to run after a reasonable time has elapsed, even though no demand has been made, has been applied to the presentment of a check. *Scroggin* v. *McClelland*, 37 Neb. 644, 56 N. W. 208. This seems sensible. However, many states have held that section 119 of the Negotiable Instruments Law, which provides five ways in which parties primarily liable may be discharged, abrogates the older common or statutory law that a surety is discharged by an extension of time given to the principal debtor. *Union Trust Co.* v. *McGinty*, 212 Mass. 205, 98 N. E. 679; *Richards* v. *Market Exchange Bank*, 81 Ohio St. 348, 90 N. E. 1000. But in such a case the terms of the Negotiable Instruments Law and the previous rule of suretyship can be said to be inconsistent, whereas, in the principal case, the section in question and the Statute of Limitations can unquestionably stand together. Therefore those cases furnish no analogy. The exact point is new; but it seems properly decided.

Carriers — State Regulation — Validity of an Increase in Rate Allowed without a Valuation of Carrier's Property. — The New Jersey Board of Public Utilities Commissioners allowed certain trolley companies to increase their rates, basing its order on the advance in operating expenses due to an ascertained rise in prices without making any valuation of the companies' property. *Held*, that it was proper to allow the increase. *O'Brien* v. *Board of Public Utilities Commissioners*, 106 Atl. 414 (N. J.).

Administrative orders, of such judicial character as to require a hearing, are void if the hearing granted was inadequate or manifestly unfair. *Chin Yow* v. *United States*, 208 U. S. 8; *Atchison, T. & S. F. Ry. Co.* v. *Spiller*, 158 C. C. A. 227. The same is true if the facts found do not as a matter of law support the order made. *United States* v. *B. & O. S. W. R. R.*, 226 U. S. 14. See *Interstate Commerce Commission* v. *Louisville & Nashville R. R.*, 227 U. S. 88, 91. In the principal case, if the original rate had been proved reasonable, then it would seem to follow that the new rate would also be reasonable if calculated by adding the increase due to a rise in operating expenses produced by unavoidable causes. See *American Express Company* v. *Michigan*, 177 U. S. 404, 408; *The Five Per Cent Case*, 32 I. C. C. 325. It would seem equally clear that